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*Beverly B. Kaufman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

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**CERTIFICATE OF CORPORATE RESOLUTION  
OF BOARD OF MANAGERS OF  
NEW CASTLE AT TOWNE PLAZA HOMEOWNERS ASSOCIATION  
(GUIDELINES REGARDING SATELLITE DISHES AND ANTENNAS)**

The undersigned, being the duly elected, qualified and acting Secretary of New Castle at Towne Plaza Homeowners Association, a Texas non-profit corporation (the "Association"), does hereby certify that at the regular meeting of the Board of Directors of the Association (the "Board") held on June 28, 2006, with at least a majority of the Board being present, the following resolution was duly made and approved by the Board:

**WHEREAS** pursuant to that certain "Condominium Declaration for New Castle at Towne Plaza" recorded in Volume 91, Page 96 in the Condominium Records of Harris County, Texas and any and all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as declaration"), the Association is charged with the responsibility for administering New Castle at Towne Plaza (the "Condominium") and the respective restrictive covenants set forth therein; and

**WHEREAS**, as directed by Congress in the Telecommunications Act of 1996, the Federal Communications Commission adopted certain rules (the "FCC Rules") concerning restrictions on viewers' ability to receive video programming signals from direct broadcast satellites, multichannel multipoint distribution (wireless cable) providers, and television broadcast stations;

**WHEREAS**, pursuant to the FCC Rules, restrictive covenants which are inconsistent with the FCC Rules will no longer be enforceable;

**WHEREAS**, pursuant to the Declaration and Section 82.102 of the TEXAS PROPERTY CODE, the Association acting through its Board, may regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium;

**WHEREAS**, pursuant to the Declaration and Section 82.102 of the TEXAS PROPERTY CODE, the Board may adopt and modify architectural guidelines as the needs of the Condominium change; and

**WHEREAS**, The Board wishes to adopt reasonable restrictions governing the installation, maintenance and use of satellite dishes and/or antennas consistent with the FCC Rules.

**Now THEREFORE**, be it resolved that the Board, on behalf of the members of the Association, duly adopt the following guidelines (the "Guidelines") regarding satellite dishes and/or antennas for the Condominium, which shall be binding upon all owners and their grantees, lessees, tenants, occupants successors, heirs and assigns who currently or in the future may possess an interest in the Condominium, and which shall supersede any previously adopted rules on the same subject matter.

## SECTION I – DEFINITIONS

1. ANTENNA. Any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast and multipoint distribution service (MDS). A mast, conduits, wiring or other accessories necessary for the proper installation, maintenance and use of a reception antenna shall be considered part of the antenna.
2. COVERED antenna. An antenna covered by the FCC Rules which include the following:
  - (a) Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter; and
  - (b) Antennas designed to receive Multipoint Distribution Service (MDS) service that are 39.4 inches (1 meter) or less in diameter.
3. DECLARATION. "Condominium Declaration for New Castle at Towne Plaza recorded in Volume 91, Page 96 in the Condominium Records of Harris County, Texas and any and all amendments thereto.
4. CONDOMINIUM. Condominium regime commonly known as New Castle at Towne Plaza located in Houston, Harris County, Texas.
5. OWNER. A person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who or which is the record owner of fee simple title to one or more of the condominium units at New Castle at Towne Plaza. For purposes of these Guidelines only, "Owner includes a tenant, lessee or other person or entity occupying a condominium with the permission and consent of the Owner thereof.

## SECTION II-INSTALLATION RULES

1. Owners may install Covered Antennas according to the following Guidelines provided that these Guidelines do not unreasonably delay the installation, maintenance or use of such Antenna; do not unreasonably increase the cost of installation, maintenance or use of such Antenna; or preclude reception of acceptable quality signals from Antennas.
2. No Antenna of any kind shall be permitted or installed on the exterior of any unit or building or that protrude from the walls or out of the windows or on the roof of the building save as are expressly in writing previously approved by the Association.

3. Notwithstanding the foregoing general prohibition as to Antennas provided in Paragraph No. 2, Covered Antennas may be installed in accordance with these Rules. Satellite dishes which are designed to receive satellite signals which are larger than one meter (39 inches) are prohibited.
4. The following provisions shall be applicable to a Covered Antennas:
  - (a) *Location.* Covered Antennas may only be installed (i) wholly within a condominium unit; or (ii) within the patio or balcony appurtenant to such condominium unit, which may be sometimes referred to as the exclusive use area" for such respective unit. Limited Common Elements are defined in the Declaration. Installation of a Covered Antenna on a limited common element which is exclusively used by the owner does not convert such limited common element to individual property. Except as set forth above, installation of a Covered Antenna is never permitted on any common element (other than those portions of such common elements constituting a limited common element, balcony or patio for the exclusive use of a respective unit), including, without limitation, any parking area, roof, exterior wall, or fence.
5. Antennas shall not encroach upon any of the common elements of the Condominium, the common area air space, on the individually owned property of other Owners, or the airspace of another Owner's individually owned property. No Covered Antenna may protrude beyond the vertical or horizontal space forming the perimeter of the limited common element balcony or patio for the exclusive use of a respective unit.
6. If Antennas can receive acceptable quality signals from more than one location then Antennas must be located in the least visible preferred location. This section does not permit installation on the common elements.
7. Covered Antennas shall be neither larger nor installed higher that is absolutely necessary for reception of an acceptable quality signal.
8. All installations shall be completed so that same do not damage any common elements, limited common elements, or void any warranties of the Association or in any way impair the integrity of any building.
9. Any installer of an Antenna, including an owners, shall provide the Association with an insurance certificate listing the Association as a named insured prior to Installation. Insurance shall meet the following minimum limits:
  - (a) Contractor's General Commercial Liability (including complete operations):\$1,000,000.00.
  - (b) Worker's Compensation: Statutory limits.

10. The purpose of this rule is to ensure that Antennas are installed in a manner that complies with all applicable building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to residents at the Condominium.
11. No liens in connection with the installation or maintenance of any Covered Antenna shall be filed against the common elements of the Condominium.
12. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near antennas, including but not limited to, damage from wind velocity. A Covered Antenna must be securely mounted to a base or tripod so as to be able to withstand the effects of high winds or other extraordinary weather conditions. No guy wires or similar mounting apparatus will be allowed. Further, no Covered Antennas may be attached to a balcony railing.
13. Only one Covered Antenna per unit may be installed by an Owner.
14. Installation of Antennas shall only occur between the hours of 8:00 an. and 6:00 p.m.

### SECTION III - MAINTENANCE

1. Owners who Install or maintain Antennas are responsible for all associated costs, including but not limited to costs to:
  - (a) Install, repair, maintain, replace, move or remove Antennas;
  - (b) Repair damage to any property caused by Antennas Installation, maintenance or use;
  - (c) Pay medical expenses incurred by person injured by Antenna installation, maintenance or use;
  - (d) Reimburse other Owners and residents of the Association for damage caused by Antenna installation, maintenance or use; and
  - (e) Restore Antenna installation sites to their original condition.
2. Owners shall not permit their Antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for Antenna maintenance repair and replacement and the correction of any safety hazard.
3. If Antennas become detached, Owners shall repair such detachment or remove the Antenna within 72 hours of the detachment, If the detachment threatens safety, the Association may remove the Antenna without liability and at the sole cost and

expense of the Owner. The Association is not liable for any damage to the Antenna caused by the Association's removal.

#### SECTION IV - SAFETY

1. Antennas shall be installed and secured in a manner that complies with all applicable state and local laws, ordinances and regulations, and manufacturer's instructions. Prior to installation, Owners shall provide the Association with a copy of any applicable government permit if required for safety reasons.
2. Unless the above cited laws, ordinances and regulations require a greater separation, Antennas shall not be placed within twelve (12) feet of power lines (above ground or buried). The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.
3. Antennas shall not obstruct access to or exit from any condominium unit, walkway, ingress or egress from an area, electrical service equipment or any other areas necessary for the safe operation of the Condominium. The purpose of this requirement is to ensure the safety of the Association residents, personnel and safe and easy access to the Condominium.
4. Installation must comply with all applicable codes, take aesthetic conditions into account and minimize the impact to the exterior and structure of the Owner's condominium unit.
5. To prevent electrical and fire damaged, Antennas shall be permanently grounded.
6. Exterior wiring shall not be installed so as to hang in mid air. The purpose of this requirement is to protect persons near and around the Antennas and such exterior wiring from injury.

#### SECTION V - ANTENNA CAMOUFLAGING

1. Antennas shall be painted to match to color of the structure to which they are installed or attached, provided that such painting does not interfere with reception or impair the ability to receive a signal.
2. If Antennas are visible from the street or other condominium units, camouflaging said Antennas through inexpensive screening is required, provided that such screening does not interfere with reception or impair the ability to receive a signal; provided however, that said screening must be approved in accordance with the architectural control provisions of the Declaration.
3. Exterior wiring shall be installed so as to be minimally visible and meet the requirements of set forth herein.

## SECTION VI- ANTENNA REMOVAL

1. Covered Antennas removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to the restoration of this location.

## SECTION VII- ASSOCIATION MAINTENANCA OF LOCATIONS UPON WHICH ANTENNAS ARE INSTALLED

1. If Antennas are installed on limited common elements or general common elements which are maintained by the Association the Owner(s) retain responsibility for maintenance of the Covered Antenna. Covered Antennas must not be installed in a manner, which will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the Owners are responsible for all such costs.
2. If maintenance requires the temporary removal of The Covered Antenna, the Association shall provide Owners with reasonable written notice. Owners shall be responsible for removing or relocating Covered Antennas before maintenance begins and replacing Covered Antennas afterwards, if an Owner so desires. If the Covered Antennas is not removed in the required time, then the Association may do so at the Owner's expense. The Association is not liable for any damage to the Covered Antennas caused by Association removal.

## SECTION VIII - NOTIFICATION PROCEDURES

1. Prior to the Installation of any Covered Antenna, the Owner or resident must have executed an agreement, in the form and content attached as Exhibit "A", whereby such Owner or resident shall expressly agree to: (i) be responsible for all damages or loss caused by the installation or use of the Covered Antenna, (ii) indemnify and hold harmless the Association for all such damage or loss, and (iii) provide the Association with a certificate of insurance showing that the Owner or resident has the appropriate amount of liability insurance to cover any such damage or loss.

## SECTION IX- ENFORCEMENT

1. If these Guidelines are violated or if Antenna installation poses a serious, immediate safety hazard, the Association, after ten (10) days written notice to the Owner, may bring action for declaratory judgment and/or injunctive relief with any court of competent jurisdiction or the Federal Communication Commission. The Association shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in the enforcement of these Guidelines. In addition, the Association may levy and enforce the collection of fines pursuant to the then existing policy for fines of the Association, if any, if these Guidelines are violated. In any event, the Association shall be entitled to seek and collect reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.

### SECTION X - GENERAL

1. No advertising slogans, logos, banners, signs, or other printing or illustration whatsoever shall be permitted upon or be attached to any Antenna.
2. No Antenna shall ever be used for the transmission of any signal whatsoever and same Antenna shall be for the purpose of necessary only normal signals through airwaves for television viewing purposes only.
3. No Antenna shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device on the condominium property.

### SECTION XI • SEVERABILITY

1. If any of these Guidelines are determined to be invalid, the remainder of these Guidelines shall remain in full force and effect.

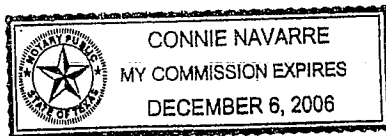
WITNESS MY HAND on this 28<sup>th</sup> day of June, 2006.

NEW CASTLE AT TOWNE PLAZA HOMEOWNERS  
ASSOCIATION, a Texas non-profit corporation

By: Frank Vazquez  
Frank Vazquez Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on this the 28<sup>th</sup> day of June 2006, by Frank Vazquez Secretary of New Castle at Towne Plaza Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.



Connie Navarre  
Notary Public - State of Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED. In the Official Public Records of Real Property of Harris County Texas on

July 19, 2006



Dorely B. Kayman  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

### EXHIBIT "A" AGREEMENT

Owner/Resident: \_\_\_\_\_

Unit No. Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned owner/resident acknowledge receipt of the "Guidelines Regarding Satellite Dishes and Antennas" (the Guidelines") established by New Castle at Towne Plaza Homeowners Association, a Texas non-profit corporation (the "Association") for the installation, maintenance and use of satellite dish and antennas at New Castle at Towne Plaza. With regard to such Guidelines, I agree as follows:

1. That I will comply with and abide by such Guidelines.
2. That I understand and agree that I have or will install and operate the satellite dish *and/or* antenna at my own risk, and that I will be liable for any injury, damage, or loss to persons or property caused by or resulting for the installation, operation and removal of my satellite dish *and/or* antenna, and that I will be responsible for and agree to reimburse the Association or any other person for any personal injury or damage occurring to the Association, residents of New Castle at Towne Plaza, personnel of the Association, common property or other Owners' and residents' property. In such regard, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Association (and its directors, officers, managers, employees, agents, etc.) for any and all claims, demands, debts, liens, liabilities, costs, expenses, attorneys' fees, any causes of actions (including claims for contribution and indemnity) suits, judgments and any other damages whatsoever and of any nature which may arise or result from the installation, operation and removal of the satellite dish *and/or* antenna.
3. To additionally ensure that I am able to pay damages in the event that the installation, operation and removal of my satellite dish *and/or* antenna causes any injury or damage to persons or property, I acknowledge and agree to purchase and maintain liability insurance for as long as I have my satellite dish *and/or* antenna at the Condominium and provide proof of such liability insurance to the Association.

OWNER/RESIDENT \_\_\_\_\_

Witness \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**RECORDER'S MEMORANDUM:**  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

adopt reasonable restrictions governing the installation, dishes and/or antennas consistent with the FCC Rules.

and that the Board, on behalf of the members of the condominium, shall adopt the following guidelines (the "Guidelines") regarding satellite antennas, which shall be binding upon all owners and occupants, successors, heirs and assigns who currently or hereafter acquire an interest in the Condominium, and which shall supersede any other restrictions on the subject matter.

installation, maintenance of acceptable quality signals

2. No Antenna of any kind shall be installed on a building or that protrude from a building save as are expressly permitted herein.

OFFICE OF  
BEVERLY B. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
CONDOMINIUM RECORDS OF COUNTY CLERK

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NEW CASTLE AT TOWNE PLAZA HOMEOWNERS  
ASSOCIATION RESOLUTION GUIDELINES  
REGARDING SATELLITE DISHES AND  
ANTENNAS

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Nothing shall prohibit the installation of antennas provided in accordance with these guidelines. Antennas may be installed in accordance with these guidelines which are designed to receive satellite signals which are less than 39 inches in diameter are prohibited.

These guidelines shall be applicable to a Covered Antennas:

Antennas may only be installed (i) wholly within a limited common element or within the patio or balcony appurtenant to such unit, which may be sometimes referred to as the "exclusive use area" defined in the Declaration. A limited common element is defined in the Declaration. An antenna on a limited common element which is exclusively used for such limited common element to individual units, notwithstanding the installation of a Covered Antenna is never a limited common element (other than those portions of such common element, balcony or patio for the exclusive use of a unit, including, without limitation, any parking area, roof, or other structure).

Nothing shall prohibit the installation of antennas on any of the common elements of the condominium, or in any area air space, on the individually owned property of any unit, or in any area air space of another Owner's individually owned property. No antenna shall extend beyond the vertical or horizontal space forming the limited common element balcony or patio for the exclusive use of a unit.

Antennas shall be installed in a location that provides acceptable quality signals from more than one location then in the least visible preferred location. This section does not apply to common elements.

Antennas shall be neither larger nor installed higher than is absolutely necessary to receive an acceptable quality signal.

Antennas shall be installed so that same do not damage any common

10. The purpose of this rule is to ensure that the installation of antennas complies with all applicable codes and instructions. Improper installation of antennas is a potential safety hazard.

11. No liens in connection with the installation of antennas shall be filed against the property.

12. Antennas must be installed in a safe and secure manner. Any structure or the installation of antennas is limited to, damage to the property or other extraordinary apparatus will be allowed on a balcony railing.

13. Only one Covered Antenna shall be installed per unit.

14. Installation of Antennas shall be completed by 5:00 p.m.

1. Owners who install antennas shall be responsible for including but not limited to:

(a) Install, repair, and maintain antennas.

(b) Repair and maintain antennas.

(c) Pay medical maintenance.



SECRETARY'S CERTIFICATE OF  
NEW CASTLE AT TOWNE PLAZA HOMEOWNERS ASSOCIATION

THE STATE OF TEXAS §

KNOW ALL MEN Y THESE PRESENTS:

COUNTY OF HARRIS §

Z462711  
07/19/06 101189735

\$20.00

The undersigned, being the duly elected, qualified, and acting Secretary of New Castle at Towne Plaza Homeowners Association, a Texas non-profit corporation (the Association) the corporation set forth and described in that certain "Condominium Declaration for New Castle at Towns Plaza" recorded in Volume 91, Page 96 in the Condominium Records of Harris County, Texas, and any and all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following are true, correct and genuine copies of the following described original documents attached hereto as indicated herein below:

1. Rules and Regulations of New Castle at Towne Plaza Homeowners Association attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 28<sup>th</sup> day of June, 2006.

FILED

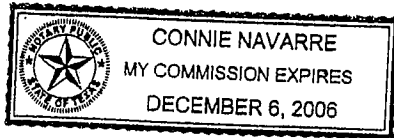
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*Beverly L. Lauffman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Frank Vazquez*  
Frank Vazquez, Secretary  
of New Castle at Towne Plaza Association, a  
Texas non-profit corporation

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28<sup>th</sup> day of June 2006, by Frank Yargua Secretary of New Castle at Towne Plaza 1-(Homeowners Association, a Texas non-profit corporation. on behalf of said corporation.



*Connie Navarre*

Notary Public in and for the State of Texas

OFFICE OF  
BEVERLY B. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS

CONDOMINIUM RECORDS OF COUNTY CLERK

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NEW CASTLE AT TOWNE PLAZA HOMEOWNERS  
ASSOCIATION RULES AND REGULATIONS

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